IMPROVE THE PARKS.

WHAT is to be done with the clear 400,000*l.* to be produced by the Great Exposition, is not within the province of private judgment—the authorities seldom find any difficulty in disposing of a surplus;—yet as the fund may be considered public property, possibly a little of the amount might be applied to the accomplishment of the Sanitarium—and as some complaints have been uttered about the abstraction of eighteen acres from Hyde-park, perhaps the considerate commissioners may take into consideration the propriety of demolishing and utterly abating the unseemly and useless enclosures called the ranger's (deputy sub-ranger's) lodge, the vegetable garden, the hovel and rubbish yard, the fire-engine shed, and mayhap the serjeants' guard-house, that now so senselessly defile the most sylvan and beautiful as well as central portion of the whole *enceinte!* THE BUILDER'S "Blots on the Park" put this forward before, as yet without effect: however, as strictures published some years back on the New, Hainault, Epping, and other royal forests, are now working their object, the removal of these, and the powder magazine, to Wormwood Scrubs, or some private location, may eventually be considered expedient, in deference to the most populous (and may I add civilised) city on earth.

It would be equally rational to build watch-boxes or police-stations in Trafalgar-square as to leave these relics of barbarism where they now stand—five acres of neglected parterre, a garden for three beds of leguminous pot-meat, and a tumble-down, ill-kept, and nearly desert villa, for the occupation of some old servant of a ranger—the latter official, too, being an *employé* as uncalled-for as useless and ridiculous.

The merit to the prince as the harbinger of the great and successful enterprise of the Exposition, will be enhanced by his enlightened patronage of the Sanitarium; and the awakening commissioners who rased the unauthorised shed of Ann Hicks, will rise in public estimation if they dispark the intramural sub-ranger's poles, and station the serjeant's piquet near one of the royal palaces: the people dont want them.

QUONDAM.

MUSEUM OF BUILDING MATERIALS AND CONTRIVANCES.

YOU were good enough to give publicity to my proposal for establishing a school of art for workmen, and I hope you will insert the following communication, as intimately connected with it. Very many suggestions have been made on the subject of the building in Hyde-park, if it be allowed to remain, viz., what to fill it with, and in what way it can be made most interesting and useful to the public. I would suggest one or two things to "THE BUILDER'S" public.

There is now scattered all over the building almost every description of material used in the builder's art, from almost every country in the world—from the Russian malachite (wasted unfortunately, in *doors*, *chairs*, and *book-covers*, for which such a material is obviously not suitable), to the commonest stone—from tulip wood to common deal—metals in almost every form—bricks, solid and hollow—cements, concretes, and contrivances without number. All these things are now arranged according to the places they come from, as was necessary; but such arrangement takes away not a little from their usefulness as exemplifications of *building materials*: to be useful to the architect they should be arranged according to their value as *building materials*. They would, if thus arranged, form a museum of the greatest interest and value to the architect, the student, and the builder, and all others who deal in the materials used in building. To the architect and student it would form a constantly increasing storehouse for *reference*, where they could at all times go for information as to the *qualities* and *prices* of all stones, woods, metals, &c. &c., and where they could at once, and conveniently, fix upon the materials best adapted for any required purpose. And to builders, and all others *dealing* in building materials, it would be a place wherein might be deposited specimens of the best materials or otherwise they severally dealt in. I cannot but think that a museum thus formed would be found not a little useful.

It is proposed to convert the building into a winter garden, in which case I would propose that the galleries should be used for the purposes of this museum—at all events till a more fitting place can be found for it, or till a distinct part of the building could be set apart for it: this would, no doubt, soon be the case, as its value and importance became known and appreciated.

I trust you will urge this on the attention of those connected with the Exhibition, as it would seem to be a great pity, and will be an infinite loss, if the many valuable specimens of marbles, stones, woods, metals, and contrivances, now collected together, be again dispersed. If each bit of it, marble or wood, be returned to its owner, it will be but of little use, and in many cases thrown aside as having accomplished its purpose, and never thought of again; but if kept together in the way proposed, they would form a collection of infinite value to the student.

I have been led to this idea by seeing a prospectus just issued by the executive committee, having for its object a *record* of what the building contains. Now if, to this, the *museum* I propose were added, a permanent record and exemplification of what the world contains would be preserved, worth, to practical men, most of the books ever written, and to the student, of the greatest value; any thing seen and handled impressing itself on the mind far more certainly and effectively than drawings and written descriptions.

C. B. A.

*** Our readers will remember that we, long ago, pointed out the desirableness and importance of forming such a museum. We shall greatly regret if the fine opportunity that now presents itself be allowed to escape unemployed.——Our publication of the proposal to establish an Art School for Workmen, may be remembered. In connection with what was then and previously said on the subject, we may quote the following accordant remarks by the *Athenæum* on the proposal:—"The idea would seem to have been suggested by the obvious difference which may be traced, in many of the art-manufactures now exhibiting at the Crystal Palace, between the work of the conceiving mind and that of the executing hand. Receiving no systematic education in art, our workmen almost of necessity fail to carry out the ideas set before them,—and indeed aim only at a prosaic adherence to the forms of the model. Formerly the artisan was himself an artist. The assistants of Gibbons, the workmen of Wren and Inigo Jones, evidently wrought with their heads as well as with their hands. The masons who built York Minster and Canterbury Cathedral certainly stood on a higher level in intelligence than workmen of the present day. The pedestal of Charles I. at Charing-cross was carved by a stonemason. Metal workers, wood carvers, decorative painters, stonemasons, and many other classes of workmen would obviously increase the value of their labour by passing through such a course of training as the prospectus before us suggests."

BUILDERS' CONTRACTS: UNSTAMPED AGREEMENTS.

WE think it right to bring the following case, reported in the *Windsor Express*, under the notice of our professional readers generally. The Treasury, it appears, have a special interest in the passing of bungling Acts, full of uncertainty of meaning, such as the Stamp Act seems to be, and while the Treasury and the lawyers reap a rich harvest in consequence, law and injustice, as is but too often the case, are identified, to the loss of the honest tradesman and the gain of his dishonourable employer: it is really astonishing how cunningly devised the law so often appears to be for the plunder of the simple and unsuspicious and the advantage of the cunning and the rogue.

This was an action to recover 21*l.* 10*s.* for breach of contract.

The plaintiffs, who are builders at Windsor, had contracted to do certain works for the defendant, a brewer. They prepared certain portions of the building, but the works were not executed, and at the end of fifteen months they were abandoned. The plaintiffs claimed 21*l.* 10*s.* for breach of contract, and in estimating the damage they had simply calculated the loss upon the materials worked up. The defendant had paid 12*l.* into court.

William Fryer, one of the plaintiffs, deposed that in March 1850 he made a tender to the defendant to execute certain works, and received an answer authorising him to prepare the necessary materials. The defendant wished witness to get the things ready as soon as possible. In consequence of that witness purchased a quantity of foreign timber, and had certain labour performed, which amounted to 47*l.* odd.—Counsel for plaintiffs here proposed to put in the tender, and letter accepting the tender. For the defendant receipt of the documents was objected to, on the ground that they were not stamped. For plaintiffs it was contended that the payment of the 12*l.* into court was a virtual admission of the agreement. Counsel for defendant cited the case of Kingham *v.* Roberts in reply.

The Judge considered the difficulty had arisen from the multiplicity of counts introduced into the bill of particulars. The defendant was at liberty to object to the reception of the unstamped document. A payment of money into court was merely an admission that such sum was due upon some or one of the counts. Then the question would be,—did the letters which formed the agreement require a stamp?—Counsel for defendant apprehended that the plaintiffs must, in the first place, prove the basis of their claim, which was the agreement. The judge said that if compelled to allow the objection, he should leave the objector to pay his own costs, and the plaintiffs would have to pay a penalty of 5*l.* or 10*l.* for having a 2*s.* 6*d.* stamp put upon the agreement—money completely thrown away. Defendant's counsel said it was extremely important to the revenue that all documents should be stamped.

The Judge declared the Stamp Act a public nuisance. The money paid was only one portion, and not the largest portion, of the imposition it entailed upon the public. The establishment of County Courts would immensely increase the demand for stamps. Few men would neglect to have their agreements on a 2*s.* 6*d.* stamp. Westminster Hall was closed against litigants for small amounts. The County Courts were open to every claimant for damages, under agreements. In the present instance, he was sorry to see the objection pressed.—Plaintiffs' counsel said the agreement, when first executed, was not of the value of 20*l.* Had it been broken within a week after it was signed the damage to the plaintiffs might not have been 5*s.* Counsel for defendant said this was a positive contract for 238*l.* An agreement and a guarantee were very different things. The action was brought for more than 20*l.* For plaintiffs: Had we laid our damages at less than 20*l.* would the agreement then have been liable to a stamp? For defendant: Certainly. The matter of agreement was of a much greater amount than 20*l.* The Judge: Is there any instance of a tender being on a stamp? For the defendant: The proposal and the acceptance constitute an agreement, and must be on an agreement stamp. For plaintiffs: After what had fallen from his lordship, they should feel inclined to submit to a nonsuit without costs. Defendant apprehended that if his Honour ordered a nonsuit, it would be on the usual terms, with costs.

The Judge said he should certainly not give costs to the defendant. He thought it a monstrous hardship that the objection should be persevered in. The difficulty had arisen from over caution on the part of the gentleman who had drawn the particulars. Such difficulties, it would be satisfactory for the public to learn, would be obviated for the future. All that the plaintiff had to do was to state his ground of action. There would be no occasion for an elaborate bill of particulars. There was still, however, the difficulty of the Stamp Act, for it was impossible to say what did, and what did not, in some cases require a stamp. The safest way was to incur the expense, and the Treasury reaped a plentiful harvest in consequence of the uncertainty of the law, and the conflicting nature of the decisions.—Plaintiffs nonsuited, each party paying their own costs.

LONDON ANTIQUITIES.—We are glad to observe, that an illustrated catalogue of Mr. C. Roach Smith's extensive collection of London antiquities is to be published by subscription, and that the list of subscriptions of 7*s.* 6*d.* to 10*s.*, to assist in defraying the expense of engraving and printing, is in a fair way of realising so desirable an object.

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